

EXHIBIT B

Engagement Letter



June 9, 2025

Eric Terry
TC Energy Center
700 Louisiana Street, Ste. 4545
Houston, Texas 77002

Tom A. Howley - Trustee
TC Energy Center
700 Louisiana Street, Ste. 4545
Houston, Texas 77002

Re: Retention to Provide Legal Services as Trustee Counsel

Dear Mr. Howley:

Thank you for retaining Howley Law PLLC. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. We will do our best to marry up the legal needs of this assignment with your overall objectives and goals. This retention letter agreement ("Agreement") sets forth the terms and conditions for Howley Law PLLC to provide professional services to you. We are available to discuss any of these matters with you or your designee.

SCOPE OF ENGAGEMENT AND CLIENT RELATIONSHIP. You have asked us to represent Tom A. Howley - Trustee (the "Client"). We will be representing you as trustee counsel in the chapter 11 bankruptcy cases of Alliance Farm and Ranch, LLC, and Alliance Energy Partners, LLC (the "Debtors"), currently pending in the Bankruptcy Court for the Southern District of Texas. Our relationship may expand beyond the matter described herein, but only if you and we agree to specific new or expanded engagements. We began work under this agreement on May 28, 2025.

It is important to note that we are entering into an attorney client relationship only with the Client, as defined above. That is, unless you and we agree otherwise, Howley Law PLLC is not representing any owner, employee, officer, director, parent, subsidiary or other direct or indirect affiliate of the Client. This Agreement sets forth the entire agreement for rendering professional services in this matter.

FEES. Howley Law PLLC will bill the Client for fees incurred on account of services at the following discounted rates: Eric Terry Of Counsel at a rate of \$650 per hour and Roland G. Rodriguez, paralegal, at a rate of \$275 per hour. Our fees and expenses will be paid, after court approval, by the Debtors and pursuant to the requirements of the Bankruptcy Code, Bankruptcy Rules, Local Rules and Procedures of the Bankruptcy Court for the Southern District of Texas.



All reasonable and appropriate expenses related to providing services shall be included in the relevant invoice as disbursements advanced by Howley Law PLLC on behalf of the Client. In the event of a significant expense to be incurred, Client and Howley Law PLLC will confer and coordinate with regard to such expense in advance of incurrence and the Client shall pay the expense directly to the third party upon request by Howley Law PLLC.

PROCEDURES UPON TERMINATION. Unless terminated earlier by you or us, our attorney client relationship will end once we have completed our last assignment for you. Once we have completed our work, and at your request, we will return any of your property that might be in our possession. Consistent with our professional obligations, we also may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in electronic or hard copy format.

You agree that Howley Law PLLC will be free, on the later date set by bar requirements applicable to Texas or two years after the end of our relationship, to destroy or otherwise dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

NO GUARANTEE OF SUCCESS. It is impossible to provide any promise or guarantee about the outcome of a Client matter. Nothing in this Agreement or any statement by Howley Law PLLC attorneys or staff constitutes a promise or a guarantee as to the outcome. Any comments about the future result of a Client matter are expressions of judgment and are not binding on Howley Law PLLC.


MISCELLANEOUS. This Agreement is the product of arm's length negotiations between sophisticated parties and the Client acknowledges that it is experienced with respect to the retention of counsel or has otherwise sought out advice regarding the retention of counsel as needed. Client has entered into this Agreement and agreed to all of its terms and conditions voluntarily and fully informed based on adequate information and Client's own independent judgment.

GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas.

We look forward to representing you. Thanks for entrusting us with your legal needs. Please sign and return to us a copy of this Agreement in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.




Howley Law PLLC


Eric Terry
One of Counsel

On behalf of the Client, I agree to the terms and conditions of this Agreement and confirm that it accurately reflects the scope and intent of this engagement.

Dated: June 9, 2025


Tom A. Howley
Trustee